

Supreme Court—Circuit.
Before Hon. Judge Morris.
BREACH OF CONTRACT.
William P. Furniss vs. William R. Brown.—This action is brought against the defendant, a ship-builder &

Furness to perform certain agreements made with the plaintiff by Brown, in November 1869. By the agreements, Brown agreed to sell, for \$25,000, one half of the steamboat Rhode Island, and to fit her up for a coastwise trade for the California trade. By a second agreement, made on the same date, Brown agreed to sell to the plaintiff one half of a steamboat, then under course of building, called the New World, for the sum of \$20,000. The Rhode Island was sent to sea, and she was fitted up for the coastwise trade. The New World was never completed.

NOYES and Mr. C. H. Straker, on the part of the plaintiff, that her loss was occasioned by the failure of the defendant in fitting her up in a skillful and workmanlike manner.

in the sale of the Rhode Island, that she was an old maid and not worth more than half that amount, and that this Brown knew when he made the sale of the New World. Brown refused to deliver her to Furness and instead took her to the 9th of February, 1950. Mr. Furness commenced a suit for her delivery to him, and placed her in the custody of the Sheriff on the 10th of February, which was on Sunday, at about 11 o'clock. The Sheriff, Mr. W. W. Wakeman, under the direction of Brown, "steamed up" under pretence of trying her speed, and carried her to California, putting the Deputy Sheriff and his partner, Mr. J. J. Brown, in the back seat of the car, and under armed escort. Mr. Brown and Mr. Wakeman

appear for the defence, and deny that the Rhode Island was improperly fitted up, and that she was made so strong as such a boat could be made for ocean naval warfare. The New York, it was contended, never sailed to Mr. Furness; therefore Mr. Brown had a right to sail with her as he chose. The case will be resumed this morning.

Supreme Court.

JAN. 26.—Judge Clarke will sit at chambers during the month of February, commencing at 10 o'clock A. M. He will first attend to expediting orders and motions. He will then on each day hold a special term for any contested questions, and the day after will hold a regular

When, after the hearing of such application is commenced, it shall be discovered that they will accept of a longer time, the Court may, in its discretion, transfer the same to the Saturday motion calendar, or to the next day thereafter, in the discretion of the Judge. During February, court sessions at chambers should be noticed for the purpose of showing cause why cause should be returned at the same hour.

BY RICHARD B. CONNOLLY, Clerk.

ASSIGNMENT OF COURTS AND JUDGES IN THE CITY OF NEW YORK FOR THE YEAR 1965.

General Term.

First Monday of Feb., Judges: Jones, Mitchell, Morris, May, Edwards, Mitchell, Clarke.

Sept.	Edwards, Roosevelt, Morris.
Nov.	Edwards, Roosevelt, Clarke.
at Monday of Feb.	Roosevelt.
March.	Edwards and Clarke.
April.	Mitchell and Clarke.
May.	Morris.
June.	Roosevelt and Edwards.
Sept.	Mitchell.
Oct.	Edwards and Roosevelt.
Nov.	Morris.
Dec.	Roosevelt.

Where two Judges are to hold the circuit at the same time, the one last named will take up the calendar, beginning with the last three hundred causes, and con-

calendar afterwards. In such cases, double the usual number of jurors will be summoned, unless the business of the Oyer and Terminer shall prevent the attendance of more than one Judge at the circuit.

Oyer and Terminer.

At the same time with the Circuit, in the months of April and October.

Special Terms.

at Monday of March.....	by Judge Mitchell.
" " April.....	" " Roosevelt.
" " June.....	" " Morris.
" " October.....	" " Cress.
" " December.....	" " Mitchell.

And every Saturday for the motions. The Saturday special motion terms will be held, when the special term

The Judge, sitting at chambers, will at the same time make special term for any share business, and for such litigation business as he shall expressly permit.

Chamber Business.

by Judge Clarke.	by Judge Clarke.
March.....	" Clerk.
" April.....	" Sept.
" May.....	" Edwards October.....
" June.....	" Roosevelt Nov.
" July.....	" Ward Dec.
" August.....	" Morris.

Regulations.

All issues of fact already joined and triable in the city of New York, will be heard by the clerk, and put on the calendar for the next term, and the trial will be held at the city of New York, unless the parties shall otherwise agree.

During the first week of that circuit, motions to correct the calendar may be made.

After that week, the calendar will remain unchanged until the calendar is ordered to be changed for any reason until all the cases on it shall be tried; each circuit being depending on the calendar where the immediately preceding circuit left off.

On any particular day, and no more, will be called for general and special terms, and before each Judge at that circuit, unless otherwise specially ordered.

No cause will be set down for a particular day at that circuit, unless the cause is called on account of the testimony of a witness, and on papers filed with the cause. If the trial of a cause shall not be moved by either party, when called in its order on the circuit calendar, the cause will be set down for trial at the next circuit.

All new issues will be noticed for the first day of the next circuit, after the same shall be joined, and be given their order at the foot of the permanent calendar. If, at any time, the court shall be of opinion, (for any reason, whether or not the same shall be stated in the minutes) that corrections to correct the calendar may be made, the causes or any of the causes which may have gone down at the previous circuit, and the new issues will be entered as parts of the permanent calendar. If, at any time, the court, from court to court, until the next circuit, shall be of opinion that the calendar should be corrected, these regulations do not affect the question of noticing the causes for trial to the opposite party, from court to court, as the statute may require.

Special calendar.

At any circuit, until further orders, any causes may be

going to either of the two following classes, may be placed on a special circuit calendar, unless the trial is set for a date less than 10 days before the trial is to start. Where the action is on contract, and the answer expressly denies the allegations in the complaint, without setting up any new matter, the motion is on contract, and the new matter is not set up in the answer. There shall be reason to believe that the defense is made only for the purpose of delay.

The venue shall be to be placed on such calendar, if the plaintiff's attorney must give notice four days before the day on which the cause, that he will move on such Monday to have the cause placed on such calendar; and the motion will be heard on such Monday, and if granted, the cause shall be placed on such calendar.

If the motion be founded on the belief that the defense for delay, affidavits must be served at the time of notice.

The plaintiff's attorney must also deliver to the clerk of the circuit, a like notice also, four days before such filing, containing also the number of the cause on the general circuit calendar.

The same motion may be made on any day before the judge at any time within the notice of four days.

If the cause shall actually occupy more than one hour in the trial, the trial may be suspended at the discretion of the court, and the cause be put down at the foot of the calendar.

Superior Court.

LIABILITY OF A CONTRACTOR.

JAN. 26.—*William B. Hays v. William Todd and others*.—This was a case brought by the defendant against the common carriers to recover the value of several barrels of lime. It appears that the defendants undertook to convey the lime in a lighter from the East river to Twentyninth Street wharf, and in the discharge of their duty a lighter was lying at the wharf the lime took fire and all was destroyed. The value of the property was estimated at \$2000.

The Chief Justice briefly addressed the Jury, saying that the old law which made common carriers liable for property entrusted to their care was enacted in consequence of the repeated depredations that were

the most horrible and distressing tragedy in the vicinity of Cascade on Friday night.

short distance beyond Cascade, and commenced an assault upon his wife, who had gone there to escape his brutal treatment. When the father of Mrs. McIntosh interrupted the assault, he was shot and killed. The husband then fled, and McIntosh, that he would shoot him if he did not desist. McIntosh seized a felloe and knocked the old man down, took the pistol from him and shot him. During the fight, the wife fled to the house of a neighbor, Mrs. Gentry and Clark, the wife escaped to a neighbor's house, but fearing pursuit from her demon husband, she left the house and went into the woods, and there concealed herself. McIntosh followed to the house where the wife was hiding, and shot her. McIntosh then would shoot the woman of the house if she did not show him the place of concealment of his wife. The

Man, alarmed for her safety, informed Melvick that she was in the house. He then went to the front door and found her concealed in the bushes, dead, her hands clasped, and her head nearly off. He then went to her home, and, finding the source of the pistol under her chin, discharged it, the ball passing out of her right breast. He then went to the front door, and, finding her discharging three balls into his abdomen, and then attempted to sever his windpipe by drawing a knife across his throat. He was found some time during Friday morning, still alive, and still alive, by someone from Canada in pursuit of the man. He was taken to his house, he pulled the clothes over his head. He placed him in a wagon and started for Canada, but he was reached there life had left the carcass of the man.

It is doubtful whether Clark will survive. Notwithstanding the same desperado who a short time since bit a man off in the lower part of the city, and was bound over to appear at the next term of the District Court. We have never been called upon before to record such a horrible tragedy in the vicinity, and we trust we shall soon have it to repeat while Iowa is a State.—*Des Moines Register*, Jan. 15.